

<b>REQUEST FOR QUOTATION</b> <i>(This is not an order)</i>		<b>THIS RFQ</b> <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			<b>PAGE OF PAGES</b> 1    7												
<b>1. REQUEST NO.</b> RFQ-DC-03-00337		<b>2. DATE ISSUED</b> 08/19/2003		<b>3. REQUISITION/PURCHASE REQUEST NO.</b> PR-DC-03-02979		<b>4. CERT. FOR NAT. DEF. UNDER BOSA REG. 2 AND/OR DMS REG. 1</b>											
<b>5a. ISSUED BY</b> US EPA <b>Mail Drop:</b> 3805R HEADQUARTERS CONTRACT SERVICE CENTER 1200 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20460				<b>6. DELIVER BY (Date)</b> 04/08/2004													
<b>5b. FOR INFORMATION CALL: (No collect calls)</b> <b>Name</b> DAVID MURPHY				<b>7. DELIVERY</b> <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)													
<b>TELEPHONE NUMBER</b> (000) 000-0000    Fax: (202) 565-2557				<b>9. DESTINATION</b>													
<b>8. TO:</b>				<b>a. Name of Consignee</b> US EPA <b>Mail Drop:</b> OIL PROGRAM CENTER    5203G													
<b>a. Name</b>				<b>b. Street Address</b>													
<b>c. Street Address</b>				1200 PENNSYLVANIA AVE NW													
				<b>c. City</b> WASHINGTON													
<b>d. City</b>		<b>e. State</b>		<b>f. Zip Code</b>		<b>d. State</b> DC <b>e. Zip Code</b> 20460											
<b>10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)</b> 09/02/2003		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this request for Quotations must be completed by the quoter.															
<b>12. SCHEDULE (Include applicable Federal, State and Local taxes)</b>																	
<b>ITEM NO.</b> (a)	<b>SUPPLIES/SERVICES</b> (b)			<b>QUANTITY</b> (c)	<b>UNIT</b> (d)	<b>UNIT PRICE</b> (e)											
1	2004 Freshwater Spills 2004 Freshwater Spills Symposium			1	EACH												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="2" style="width: 25%;"><b>12. DISCOUNT FOR PROMPT PAYMENT</b></td> <td style="width: 20%;"><b>a.10 Calendar Days (%)</b></td> <td style="width: 20%;"><b>b.20 Calendar Days (%)</b></td> <td style="width: 20%;"><b>c.30 Calendar Days (%)</b></td> <td colspan="2" style="width: 25%;"><b>d. Calendar Days</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td style="width: 10%;"><b>Number</b></td> <td style="width: 15%;"><b>Percent</b></td> </tr> </table>							<b>12. DISCOUNT FOR PROMPT PAYMENT</b>	<b>a.10 Calendar Days (%)</b>	<b>b.20 Calendar Days (%)</b>	<b>c.30 Calendar Days (%)</b>	<b>d. Calendar Days</b>					<b>Number</b>	<b>Percent</b>
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				<b>Number</b>	<b>Percent</b>												
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.																	
<b>13. NAME AND ADDRESS OF QUOTER</b>				<b>14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION</b>		<b>15. Date Of Quotation</b>											
<b>a. NAME OF QUOTER</b> <b>b. STREET ADDRESS</b>																	
<b>c. COUNTY</b>				<b>16. SIGNER</b>													
				<b>a. NAME (Type or Print)</b>		<b>b. TELEPHONE</b>											
						Area Code											
<b>d. CITY</b>		<b>e. STATE</b>	<b>f. ZIP CODE</b>	<b>c. TITLE (Type or Print)</b>		<b>Number</b>											

## REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

The following representation applies when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia:

### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Oct 2000)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 72111 (insert NAICS code).
- (2) The small business size standard is \_\_\_\_\_ (insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ☒ is ☐ not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it is, ☐ is not, ☐ a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, ☐ is not a ☐ women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, ☐ is not a ☐ veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is, ☐ is not a ☐ service-disabled veteran-owned small business concern.
- (c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse of permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern", means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern", means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

### TAXPAYER IDENTIFICATION (FAR 52.204-3)(10/30/98)

(a) Definitions.

\*Common parent,\* as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

\*Taxpayer Identification Number (TIN),\* as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the  
STANDARD FORM 18 (REV. 6-95) / Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

The following representation applies when the contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia:

offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**Additional Clause(s):**

**CUSTOM CO ADDED ADDITIONAL INSTRUCTIONS TO VENDORS (JUN 03)**

Vendors' response to this RFQ shall: 1) Clearly demonstrate how it addresses each evaluation criteria identified in the RFQ; 2) Include a Tax Identification Number (TIN) as requested by the TIN Clause in the RFQ; and 3) Provide a complete copy of standard catalogue price list, which includes the prices for the items in response to this RFQ.

**CUSTOM CO ADDED COMMERCIAL ITEM CLAUSES (JUN 03)**

The following clauses are incorporated by reference:

52.212-1, Instructions to Offerors - Commercial Items (OCT 2000)

52.212-3, Offeror Representations and Certifications - Commercial Items (JUL 2000)

52.212-4, Contract Terms and Conditions - Commercial Items (FEB 2002)

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2002)

Vendors shall go to the following URL address <http://www.arnet.gov> to view the full text of the incorporated-by-reference FAR clauses.

**CUSTOM CO ADDED EVALUATION FACTORS FOR AWARD (JUN 03)**

I. Past Performance - Offerors shall provide two (2) to five (5) references for existing or past contracts that are similar to the requirements identified in RFQ-DC-03-00271.

II. Technical Capability - Offerors shall demonstrate how the proposed items meet ALL of the SOW/Specification tasking areas identified in RFQ-DC-03-00271.

III. Price - Offerors shall demonstrate that the proposed total firm fixed price for the proposed items is in accordance with their published standard catalogue price list offered to the general public.

It is the Government's intent to make award of each individual or multiple BPAs to vendor(s) whose quote(s) represent the best value to the Government, price and other related factors considered for the items referenced in the RFQ. For purposes of evaluation, all factors are weighted equally.

All evaluation factors will be evaluated on an Acceptable/Unacceptable basis, which represents the evaluation score.

For an offeror's proposal to be technically acceptable, it must receive an acceptable score for all evaluation criteria identified above.

**CUSTOM CO ADDED RECEIPT OF TECHNICAL QUESTIONS (JUN 03)**

Questions received regarding RFQ-DC-03-00271 are due by \_\_\_\_\_. Questions in reference to the RFQ, which are received after this date will

**CUSTOM Commercial Item Clauses**

The following clauses are incorporated by reference:

52.212-1, 52.212-2, 52.212-3, 52.212-4 and 52.212-5. See <http://www.arnet.gov> to review the full text of these FAR clauses.

**CUSTOM INCORPORATION OF OFFEROR'S TECHNICAL PROPOSAL**

The attached contractor's price list dated \_\_\_\_\_ is incorporated into the purchase order. All invoices should be paid in accordance with the agreed upon prices.

**EP-S 99-1 Compliance with Veterans Employment Reporting Requirements (OCT 98)**

This provision applies to Request for Quotes at \$25,000 or over.

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ], has not [ ] submitted the most recent report required by 38 U.S.C. 4212 (d).

(b) An Offeror who checks he "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (OCT 00)**

COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

**EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (II) (OCT 00)**

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

**EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (III) (OCT 00)**

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. This document may be found at: <http://www.epa.gov/docs/etsdop/>.

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

\*\*\*\*end of clause\*\*\*\*

**EPAAR 1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (JUL 99)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**EPAAR 52.212-4 Contract Terms and Conditions - Commercial Items (MAY 97)**

See <http://www.arnet.gov> to review the full text of this FAR clause.

**EPAAR 52.222-26 Equal Opportunity (APR 84)**

In order to see the full text for this clause, please see <http://www.epa.gov/oamrfp12/ptod/epaar.pdf>. If there is a problem with this internet link, use the search feature at [www.epa.gov](http://www.epa.gov) and search for the term EPAAR.

**FAR 52-213-3 Notice to Suppliers (APR 84)**

See <http://www.arnet.gov> to review the full text of this FAR clause.

**FAR 52.212-1 INSTRUCTIONS TO OFFERORS- COMMERCIAL ITEMS (JUN 97)**

This clause is incorporated by reference. The full text of the clause is available at <http://www.arnet.gov>.

**FAR 52.212-2 Evaluation--Commercial Items (OCT 97)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Past Performance: The shall deliver specific quality information in the form of recent site specific projects (within five (5) years) performed by the prime of similar size, scope and complexity for either commercial or Government clients which clearly demonstrates the offeror's ability to successfully remove and dispose of the contaminated auto shredder fluff in accordance with the performance standards specified in the statement of work. For each project the Offeror must submit a Project Profile in accordance with the format described in

Attachment \_\_\_\_.

(2) Site Work Plan: The site work plan must clearly demonstrate the offeror's ability to successfully remove and dispose of the contaminated auto shredder fluff in accordance with the performance standards specified in the statement of work. The Site Work Plan must address the following the sections in detail:

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 01) (APR 01)**

The full text of this provision is included as Attachment 1 to the RFQ. Offerors are required to complete all representations and certifications of provision 52.212-3 in order to be considered for award.

**FAR 52.212-3 Offeror Representations and (JAN 97)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

## **Certifications--Commercial Items**

**FAR 52.212-4 Contract Terms and Conditions--Commerical Items (APR 98)**

See Attachment for clause text.

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive O (APR 98)**

See Attachment for clause text.

**FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (MAY 99)**

See <http://www.arnet.gov> to review the full text of this FAR clause.

**FAR 52.232-34 Payment by Electronic Funds Transfer - Other Than Central Con. Registration (MAY 99)**

See <http://www.arnet.gov> to review the full text of this FAR clause.

**FAR 52.233-3 Protest after Award (AUG 96)**

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

(1) Cancel the stop-work order; or  
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts it right to an adjustment within 30 days after then end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

**FAR 52.233-3 Protest after Award - cont. (AUG 96)**

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable cost resulting from the sop-work order.

(e) The Government's right to terminate this contract at any time are not affected by actions taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

**FAR 52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 84)**

See <http://www.arnet.gov> to review the full text of this FAR clause.